# TRADEMARK ASSIGNMENT

Electronic Version v1.1
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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

## CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| PERFECT TIMING, INC. | | 09/12/2012 | CORPORATION: DELAWARE |

## RECEIVING PARTY DATA

| | |
|---|---|
| Name: | PNC BANK, NATIONAL ASSOCIATION, AS AGENT |
| Street Address: | 2 NORTH LAKE AVENUE |
| Internal Address: | SUITE 440 |
| City: | PASADENA |
| State/Country: | CALIFORNIA |
| Postal Code: | 91101 |
| Entity Type: | NATIONAL BANKING ASSOCIATION: UNITED STATES |

## PROPERTY NUMBERS Total: 5

| Property Type | Number | Word Mark |
|---|---|---|
| Registration Number: | 3869837 | FOUR SEASONS |
| Registration Number: | 3746524 | SUN RIVER PUBLICATIONS |
| Registration Number: | 3833636 | SCOREBOARD PUBLISHING |
| Serial Number: | 85687394 | AVALANCHE |
| Serial Number: | 85687454 | AVALANCHE |

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## CORRESPONDENCE DATA

Fax Number: 2138308743

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 213-680-6651
Email: kimberley.lathrop@bingham.com
Correspondent Name: KIMBERLEY A. LATHROP
Address Line 1: 355 SOUTH GRAND AVENUE
Address Line 2: BINGHAM MCCUTCHEN LLP
Address Line 4: LOS ANGELES, CALIFORNIA 90071

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|---|---|
| ATTORNEY DOCKET NUMBER: | 3008309.344135 |
| NAME OF SUBMITTER: | Kimberley A. Lathrop |
| Signature: | /Kimberley A. Lathrop/ |
| Date: | 09/12/2012 |

Total Attachments: 4
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# FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment"), dated as of this September 12, 2012, is entered into by PERFECT TIMING, INC., a Delaware corporation ("Grantor") in favor of PNC BANK, NATIONAL ASSOCIATION in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

## RECITALS

**A.** Grantor and Agent have entered into that certain Trademark Security Agreement, dated as of February 22, 2010 (the "Existing Trademark Security Agreement") collectively with this Amendment, the "Trademark Security Agreement") which was filed and recorded with the United States Patent and Trademark Office on February 23, 2010 at Reel 004154, Frame 0414.

## AGREEMENT

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Agent hereby agree as follows:

**1.** **Amendment**. Schedule I of the Existing Trademark Security Agreement is hereby amended by adding the trademark registrations and trademark applications, which are identified on Schedule I-A attached hereto and incorporated hereby, to the list of trademark registrations and trademark applications previously set forth on such Schedule I.

**2.** **Choice of Law**. This Amendment shall be governed by and construed in accordance with the laws of the State of New York applied to contracts to be performed wholly within the State of New York.

**3.** **Counterparts**. This Amendment may be executed by the parties hereto separately in one or more counterparts and by electronic mail or facsimile signature, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same agreement.

**4.** **Severability**. Any provision of this Amendment which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

*[Remainder of page intentionally left blank; signature page follows.]*

**IN WITNESS WHEREOF**, the parties have entered into this Amendment as of the date first above written.

**GRANTORS:**

**PERFECT TIMING, INC.,**
a Delaware corporation

By: _____
Name: Paul Cuitino
Title: Chief Financial Officer, President and Secretary



TRADEMARK
REEL: 004860 FRAME: 0062

**AGENT:**

**PNC BANK, NATIONAL ASSOCIATION,**
as Agent

By: _____
Name: Jeffrey Cristol
Title: Vice President



TRADEMARK
REEL: 004860 FRAME: 0063

SCHEDULE I-A

TO

TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations and Applications

| Grantor | Description of Trademark | Application/ Registration Number | Application/ Registration Date |
|---|---|---|---|
| Perfect Timing, Inc. | FOUR SEASONS® | 3869837 | 11/2/2010 |
| Perfect Timing, Inc. | SUN RIVER PUBLICATIONS® | 3746524 | 2/9/2010 |
| Perfect Timing, Inc. | SCOREBOARD PUBLISHING® | 3833636 | 8/17/2010 |
| Perfect Timing, Inc. | AVALANCHE & Pyramid Design | 85687394 | 7/26/2012 |
| Perfect Timing, Inc. | AVALANCHE | 85687454 | 7/26/2012 |

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